

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

USDC-SDNY
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DATE FILED: 11/13/18

ANDREW BRACKEN,

Plaintiff,

v.

MH PILLARS INC. *doing business as*
PAYZA and OBOPAY, INC. *doing business*
as OBOPAY formerly known as
ULTRALIGHT FS,

Defendants.

No. 15-CV-7302 (RA)

ORDER

RONNIE ABRAMS, United States District Judge:

Plaintiff commenced this action on September 16, 2015, alleging breach of contract and various other claims sounding in tort. ECF No. 1. After Plaintiff submitted the operative amended complaint, Defendant Obopay and Plaintiff entered into a settlement agreement. ECF Nos. 14, 43. Defendant MH Pillars, however, never appeared and the Clerk of Court accordingly entered a certificate of default upon Plaintiff's request. ECF No. 48. After MH Pillars failed to appear at a conference where it was instructed to show cause why Plaintiff was not entitled to a default judgment, this Court referred the matter to Magistrate Judge Gorenstein. ECF Nos. 55. Now before the Court is Judge Gorenstein's Report and Recommendation, to which no objections were made.

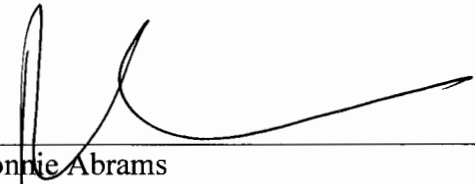
Having reviewed the thorough, well-reasoned Report for clear error, *see Galeana v. Lemongrass on Broadway Corp.*, 120 F. Supp. 3d 306, 310 (S.D.N.Y. 2014), the Court hereby adopts it in its entirety. The Court thus dismisses this matter without prejudice for want of subject matter jurisdiction. The parties' failure to file written objections, after Judge Gorenstein warned

that such failure would result in a waiver of objections for the purposes of appeal, precludes appellate review. *See Caidor v. Onondaga Cty.*, 517 F.3d 601, 604 (2d Cir. 2008).

The Clerk of Court is respectfully directed to close this case.

SO ORDERED.

Dated: November 13, 2018
New York, New York



Ronnie Abrams
United States District Judge